

1. INTERPRETATION

- 1.1 Unless the context otherwise requires, words in the singular include the plural and vice-versa, and "Lucas TCS", "we", "our" and "us" means the Lucas TCS company issuing the Purchase Order.

PART A – STANDARD CONDITIONS

2. APPLICATION OF THIS PART

- 2.1 **Part A** conditions apply to all Contracts for the supply of Goods and/or Services to us.

3. CONTRACT AND PRECEDENCE

- 3.1 Unless otherwise expressly agreed to in writing by the Parties, the Contract comprises the Purchase Order, all Documents attached to or expressly incorporated by reference in the Purchase Order (except as noted in **clause 3.5** below) and these Purchase Order Terms and Conditions.
- 3.2 The Purchase Order, bearing an order number issued by Lucas TCS, is the only form which will be recognised by us as authority for charging Goods and/or Services to our account and supersedes all previous communications and negotiations.
- 3.3 Where the terms of the Purchase Order (including anything incorporated in the Purchase Order by reference) conflict with these Purchase Order Terms and Conditions then the Purchase Order will prevail to the extent of any inconsistency.
- 3.4 Upon receipt of a Contract (or Purchase Order) by the Contractor, unless otherwise specified in the Contract, the performance of the Contract by the Contractor will constitute acceptance.
- 3.5 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to Lucas TCS in respect of the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of the Contract (even if any representative of Lucas TCS signs those terms and conditions or annexes the terms and conditions to the Purchase Order).
- 3.6 The Contractor acknowledges that these Purchase Order Terms and Conditions may be amended by Lucas TCS from time to time and the amended Purchase Order Terms and Conditions will apply to any Purchase Orders issued after the date of any such amendment.

4. PRICE

- 4.1 Unless otherwise specified in the Contract, all Prices are fixed and not subject to escalation, are in Australian Dollars, exclusive of GST, fully inclusive of delivery and mobilisation, and inclusive of all other direct and indirect taxes, levies, duties, costs and charges.
- 4.2 The Price as defined will be the sole consideration payable to the Contractor for performance in accordance with the Contract.
- 4.3 Unless otherwise outlined in the Purchase Order, the Contractor must make all allowances to supply the Goods or to complete the Services in accordance with these Purchase Order Terms and Conditions including but not limited to all inductions, travel, accommodation, Safety Equipment, fuel, delivery, transport, labour and downtime.

5. INVOICING AND PAYMENT

- 5.1 The Contractor's invoice must be forwarded to the dedicated contact set out below:
Email: accounts@lucastcs.com.au (preferred option)
Post Box: PO Box 150 Brighton, South Australia, 5048
- 5.2 The invoice must be valid for the purposes of the GST Act and show the relevant Purchase Order number. Any amount payable to the Contractor for taxation, including GST, duty, excise or other government charges, must be stated separately on the invoice.
- 5.3 Invoices that do not comply with **clause 5.1** and **clause 5.2** will be returned to the Contractor for correction and resubmission.
- 5.4 Payment of an approved invoice which complies with **clause 5.1** and **clause 5.2** will be 30 days from the end of the month in which the invoice relating to the Goods and/or Services is received in accordance with **clause 5.1**.
- 5.5 If an invoice is disputed, Lucas TCS may at its own discretion, make payment of any amounts invoiced which are not in dispute.
- 5.6 Lucas TCS may set off payments made or credits due against one invoice for amounts owing by it or any of its related bodies corporate to the Contractor on any other invoice on any account whatsoever.

- 5.7 All payments, prior to the final payment, made by Lucas TCS to the Contractor are made on an “on account” only basis.
- 6. PROVISION OF DATA**
- 6.1 The Contractor is required to provide all Documents and Data specified in accordance with or related to the Contract within the time stated in the Contract. The Contractor grants us permission to hold and use all Documents and Data in relation to the Goods and/or Services and acknowledges that we will rely on the Documents and Data in accordance with their specified purpose.
- 7. CONTRACT VARIATIONS**
- 7.1 Neither Party may make any amendment or variation to the Contract unless agreed to in writing by each Party and signed off by Lucas TCS’s CEO, CFO or Commercial and Legal Manager.
- 8. TIME AND DELAY**
- 8.1 The Contractor is required to adhere to the delivery/completion dates specified in the Contract and must take all reasonable and necessary steps to avoid or mitigate delays. In the event that the Contractor does not meet the agreed delivery/completion dates (or subsidiary milestones if forming part of a delivery program) then Lucas TCS may issue a notice of remedy.
- 8.2 Upon receipt of a notice of remedy under **clause 8.1**, the Contractor must take urgent remedial action and within one business day of the date of issue of the notice of remedy, notify Lucas TCS of the specific underlying issue which caused the failure to meet the agreed delivery/completion dates (or subsidiary milestones) and a proposed remediation plan. Lucas TCS will review notice of remedy and, acting reasonably and without prejudice to any other rights, negotiate with the Contractor with a view to agreeing revised delivery dates or a revised delivery program. The Contractor must action the remediation plan without delay and without cost to Lucas TCS.
- 8.3 When the Contractor is aware of a delay or pending delay in the agreed delivery/completion dates (or subsidiary milestones) then it, irrespective of receiving or not receiving a notice from Lucas TCS in accordance with **clause 8.1**, must notify Lucas TCS of the delay or pending delay and the Parties will act as if the Contractor received a notice from Lucas TCS in accordance with **clause 8.1**.
- 9. DEFAULT, TERMINATION AND INSOLVENCY**
- 9.1 If the Contractor breaches any term, condition or warranty in the Contract and, following receipt of our written notice in relation to any such breach, fails to remedy the default within the timeframe stated in the notice or if such notice does not state a timeframe then within a reasonable timeframe, the Contract may be terminated by us. If we terminate the Contract pursuant to this **clause 9.1**, the liability of the Contractor will be the same as it would have been at common law had the Contractor repudiated the Contract and we elected to treat the Contract as at an end and recover damages.
- 9.2 If the Contractor becomes insolvent or an external administrator of its business or assets is appointed, or the Contractor makes any assignment of arrangement for the benefit of its creditors then we may, without prejudice to any of our other rights, terminate the Contract.
- 10. CANCELLATION AND SUSPENSION**
- 10.1 In addition to our remedies under **clause 9** above, we may at any time by notice to the Contractor, cancel or suspend in part or whole our requirement for the Goods and/or Services to be supplied pursuant to the Purchase Order.
- 10.2 If the Contract is for Goods then we will only be required to pay for Goods delivered to us prior to us providing notice of cancellation or suspension to the Contractor under **clause 10.1**. If the Contract is for Services, upon receipt of notice of cancellation or suspension under **clause 10.1**, the Contractor will cease providing the Services and do everything possible to prevent incurring further cost. Provided the Contractor is not in default under the Contract and has mitigated the costs incurred, then it may issue an invoice for Services supplied and demonstrable costs properly incurred prior to receipt of the notice of cancellation or suspension and we will make payment in accordance with **clause 5** above. Upon payment by us, title and property to any Goods and/or Services will pass to us.
- 10.3 In the case of a suspension under this **clause 10** which is subsequently waived by Lucas TCS, then Lucas TCS will notify the Contractor and both Parties, in good faith, will negotiate a revised delivery timeframe.

11. WARRANTY AS TO QUALITY OF THE GOODS AND THE SERVICES

- 11.1 The Contractor warrants and will at all times ensure that:
 - 11.1.1 the Goods and Services supplied by the Contractor match the description of the Goods and Services in the Purchase Order;
 - 11.1.2 if the Contractor gave the Company a sample, results or demonstration of the Goods or Services before Lucas TCS issued the Purchase Order, the Goods or Services correspond with the sample, results or demonstration;
 - 11.1.3 the Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;
 - 11.1.4 the Goods and Services are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, the Purchase Order;
 - 11.1.5 the Goods are new and of merchantable quality;
 - 11.1.6 to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in the Purchase Order;
 - 11.1.7 any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in the Purchase Order and are fit for their usual purpose and any purpose described in the Purchase Order;
 - 11.1.8 Lucas TCS has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on Lucas TCS's behalf if Lucas TCS so requests);
 - 11.1.9 the Goods and Services meet or exceed the relevant standards set by the Standards Association of Australia; and
 - 11.1.10 further to the warranty in 11.1.9, the Good and Services meet and exceed any Site specific specifications where those Site specific specifications are made known to the Contractor.

12. PERSONAL PROPERTY SECURITIES ACT (PPSA)

- 12.1 If one Party (the "**Secured Party**") determines that the Contract (or a transaction in connection with it) is or contains a Security Interest, the other Party (the "**Grantor**") agrees to promptly do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which is reasonably requested by the Secured Party and which is reasonably necessary for the purposes of:
 - 12.1.1 ensuring that the Security Interest is enforceable, perfected (including, where possible, by "control" (as defined in the PPSA) in addition to registration) and otherwise effective; or
 - 12.1.2 enabling the Secured Party to apply for any registration, or give any notification, in connection with the Security Interest so that the Security Interest has the priority required by the Secured Party; or
 - 12.1.3 enabling the Secured Party to exercise rights in connection with the Security Interest, but only to the extent of the Security Interest created.
- 12.2 The Grantor agrees:
 - 12.2.1 to provide at least 10 business days' notice of any change to its name, or any other information which might affect the details recorded in any Financing Statement registered by the Secured Party;
 - 12.2.2 not to change its place of business to a jurisdiction outside of Australia.
- 12.3 Everything that a Party is required to do under this **clause 12** is at that Party's expense, and neither Party will be responsible for any costs or expenses incurred or payable by the other Party in relation to registering, maintaining or releasing any Security Interest, Financing Statement or Financing Change Statement or giving any notice in relation to a Security Interest.
- 12.4 The parties agree that to the extent they may be excluded by law:
 - 12.4.1 sections 142 and 143 of the PPSA are excluded and the Secured Party need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to the Grantor by the Secured Party after the date of the Contract; and
 - 12.4.2 neither the Secured Party nor any receiver need give any notice required under any provision of the PPSA (except section 135) including a verification statement.

13. POSSESSION OF LUCAS TCS' GOODS

- 13.1 If, at any time, the Contractor is in possession of any of Lucas TCS' Goods, the Contractor agrees that:
 - 13.1.1 it will re-deliver possession of Lucas TCS' Goods to Lucas TCS within the following time frames:
 - 13.1.1.1 in respect of any of Lucas TCS' Goods that are Serial Numbered Goods, within 80 days of the date on which the Contractor first obtained possession of those Serial Numbered Goods; and
 - 13.1.1.2 in respect of any of Lucas TCS' Goods that are not Serial Numbered Goods, within 350 days of the date on which the Contractor first obtained possession of Lucas TCS' Goods;
 - 13.1.2 it will not grant, or permit to subsist, a Security Interest or any other interest (whether arising by operation of law or otherwise) over Lucas TCS' Goods;
 - 13.1.3 it will not sell, lease, part with possession, or otherwise deal with or dispose of Lucas TCS' Goods.

14. LICENCES

- 14.1 The Contractor will at its cost obtain all requisite licences, permits and authorities required in performance of the Contract and will comply with all applicable laws and regulations in relation to the Goods and/or Services.

15. INTELLECTUAL PROPERTY

- 15.1 Each Party will retain the rights to any of its own background Intellectual Property that was in existence prior to the Contract. To the extent necessary to perform the Contract or for Lucas TCS to enjoy the full benefit of any Goods and/or Services, each Party grants to the other Party a royalty free, non-transferable, non-exclusive right to use any relevant background Intellectual Property. Neither Party will do anything, whether by act or omission and whether directly or indirectly, which may prejudice or infringe the other Party's background Intellectual Property.
- 15.2 Any new Intellectual Property created during the performance and in relation to the Contract will become the property of Lucas TCS and the Contractor will have a royalty free, non-transferable, non-exclusive and revocable and right to use of it for the purposes of the Contract.
- 15.3 The Contractor warrants to us and our successors in interest that the manufacture, sale or use of the Goods and/or Services will not infringe or contribute to the infringement of any patents, trademarks, designs or copyrights. The Contractor will indemnify and keep indemnified us and our successors in title against any loss or damage (including legal fees and costs) arising from breach of this warranty or prevention or hindrance of use of the Goods and/or Services.

16. CONFIDENTIALITY AND PRIVACY

- 16.1 Each Party warrants that it will comply with the *Privacy Act 1988* (Cth) as amended from time to time in relation to the collection, use or disclosure of personal information.
- 16.2 Each Party warrants that any information provided under the Contract which is noted as confidential, or which that Party ought reasonably to know to be confidential, will be treated as Confidential Information and each Party agrees that neither the Contract nor any Confidential Information will be disclosed to any third party without the prior written consent of the other Party (such consent to not be unreasonably withheld) except:
 - 16.2.1 by either Party to any person in connection with an exercise of rights or dealing with rights or obligations under the Contract (including in connection with preparatory steps such as negotiating with any potential assignee or other person who is considering contracting with that Party in connection with the Contract);
 - 16.2.2 where it is necessary for Lucas TCS to make disclosure to any party providing financial accommodation (by virtue of a disclosure obligation owed to a party providing financial accommodation, or in order to procure financial accommodation);
 - 16.2.3 to officers, employees, legal or other advisers, related entities, shareholders or auditors;
 - 16.2.4 to any ratings agency;
 - 16.2.5 to a governmental agency or as required by law (except that this paragraph does not permit a Secured Party to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);
 - 16.2.6 where necessary for the purpose of supplying the Goods and/or Services; or
 - 16.2.7 where the Confidential Information is public knowledge.

- 16.3 Each Party warrants that the Confidential Information revealed in relation to the Contract will be used solely for the performance of the Contract and no other, and that it will safeguard all Confidential Information.
- 16.4 Each Party will retain ownership of their Confidential Information and if requested by Lucas TCS, the Contractor must return or destroy all Confidential Information immediately on completion of the Contract. The Parties agree that these obligations will survive termination or expiration of the Contract.

17. INSURANCES

- 17.1 In addition to any insurance which the Contractor is by law obliged to effect, the Contractor will procure and maintain at its own expense and with a reputable insurance company, such policies of insurance which may reasonably be required by Lucas TCS having regard to the nature of Goods and/or Services being supplied. In any event, the Contractor will maintain relevant and prudent insurance cover for its liabilities covering all events that may cause loss of or damage to property or injury or death of a person in the performance of the Contract. Such insurance must at least include Workers Compensation, Public Liability (to at least a \$20 million policy limit) and Goods in Transit until the Goods and/or Services are delivered to Lucas TCS.
- 17.2 The Contractor will, on request, produce copies of Certificates of Currency for each and any relevant insurance policy pertaining to their industry.
- 17.3 The Contractor will ensure that every subcontractor it engages in relation to the Contract carries similar policies of insurance or is covered under the Contractor's own policies.

18. INDEMNITY

- 18.1 The Contractor will indemnify Lucas TCS and keep indemnified against:
- 18.1.1 loss of or damage to our property, and claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the Contractor's performance of the Contract. However, the Contractor's liability to indemnify Lucas TCS arising as a direct result of performance of the Contract will be reduced proportionally to the extent that a negligent act or omission or breach by us contributed to the injury, death, loss or damage;
- 18.1.2 third party claims arising out of, or related to, in any way, the Contractor's performance or supply obligations under this Contract;
- 18.1.3 failure by the Contractor to comply with any law or the payment of taxes required by law in accordance with this Contract.
- 18.2 Neither Party will be liable to the other with respect to consequential losses arising from this Contract.
- 18.3 For the purpose of **clause 18.2** above consequential loss means loss of profit, loss of production, loss of use of plant or facility, business interruption, loss of business opportunity or any indirect, consequential, special, contingent or penal damages suffered or incurred by the other Party.
- 18.4 To the fullest extent permitted by law, if the Contractor, its employees, servants of agents, enter onto any Site pursuant to or in relation to the Contract, they do so at their own risk.

19. DISPUTES

- 19.1 The Parties agree to work together to quickly settle disputes that may arise. In the event that any such disputes cannot be negotiated quickly and amicably then the matter must be escalated to the Parties' respective Chief Executive Officers or their nominated representatives. If the Chief Executive Officers or their nominated representatives fail to resolve the dispute within 10 Business Days (or within a mutually agreed time beyond 10 Business Days), and the Parties do not mutually agree to an alternate dispute resolution process then either Party may choose to commence court proceedings in relation to the dispute.
- 19.2 Either Party may commence court proceedings in relation to any dispute at any time where that Party seeks urgent interlocutory relief.
- 19.3 Despite the existence of any dispute, both Parties will continue to fulfil their obligations in relation to the Contract, unless a notice has been issued requesting the other Party to do otherwise.

20. TRANSFER AND SUBCONTRACTING

- 20.1 The Contractor must not transfer or subcontract any other right, benefit or interest under this Contract without our prior written consent. Such consent must not be unreasonably withheld.

21. GOVERNING AND APPLICABLE LAWS

- 21.1 The Parties submit to the jurisdiction, law and the courts of the Country, State or Territory in which the Lucas TCS entity which is contracting with the Contractor is carrying on business and where the

Goods, and/or Services are delivered. We may take proceedings to the courts of any Country, State or Territory in which the Contractor is resident or the Services are to be performed, and the Contractor in such case accepts and submits to the jurisdiction of those Courts.

- 21.2 Both Parties will comply with all applicable laws, by-laws, ordinances, regulations, proclamations, orders and rules and with the lawful requirements of public and other authorities in any way related to the Contract.

22. NOTICES AND REPRESENTATIVES

- 22.1 The nominated representatives from both Parties may be identified as such in the Contract.

- 22.2 Any notice required or permitted to be given or delivered under the Contract to Lucas TCS must be addressed to the Lucas TCS Commercial and Legal Manager and delivered to PO Box 150, Brighton, SA 5048.

- 22.3 Notice will be deemed to have been received by any Party, and will be effective on:

- 22.3.1 the day given (if personally delivered, sent by confirmed facsimile, electronic mail transmission including any attached scanned documents, receipt verified, to a facsimile number or electronic mail address provided by the receiving Party to the sending Party for the purpose of receiving such notices); or

- 22.3.2 on the second Business Day after which such notice is deposited, if mailed by certified or prepaid post.

23. RELATIONSHIP

- 23.1 The Contractor is an independent contractor and must exercise independent control, management and supervision in the performance of the Contract. The Contractor is not our agent or partner in any way. The Contractors' personnel will not under any circumstances be considered our employees for any purpose.

24. WAIVER

- 24.1 Subject to the express terms of the Contract, a right may only be waived in writing, signed by Lucas TCS.

- 24.2 No other conduct by Lucas TCS (including but not limited to a failure to exercise, or delay in exercising the right) operates as a waiver of that right or otherwise prevents the exercise of the right.

- 24.3 A waiver of a right on one or more occasions does not operate as a waiver of that right if that occasion arises again.

- 24.4 The exercise of a right does not prevent any further exercise of that right or of any other right.

25. CONFLICT OF INTEREST

- 25.1 The Contractor and its personnel must not hold any office, possess any property, engage in any business, trade or calling, have any obligations by virtue of any contract whereby directly or indirectly, duties or interests are created in conflict with or might appear to be created in conflict with the Contractor's duties or interests under the Contract ("**Conflict**"). The Contractor must inform Lucas TCS of any matter which may give rise to a Conflict at any time.

26. SAFETY, SITE POLICIES AND RULES

- 26.1 The Contractor, at its own expense, must inform itself and its employees of all applicable policies and rules pertaining to the Site at which the Goods are to be delivered and/or installed or Services are to be performed and must comply and procure that its personnel comply with those policies. This obligation includes, but is not limited to, attending site inductions and adhering to security processes and occupational health and safety requirements that are imposed by either Lucas TCS or the owner, occupier or user of the Site.

- 26.2 If the Contractor requires personal protective equipment or any other equipment ("**Safety Equipment**") to comply with Lucas TCS or Site policies and rules, Lucas TCS may supply the Safety Equipment to the Contractor. The reasonable market value of the Safety Equipment must be paid to Lucas TCS by the Contractor. Lucas TCS may, at its discretion, either set off from the Contractor's invoice or invoice directly to the Contractor the value of the Safety Equipment used.

27. DEFECTS AND RECITIFICATION

- 27.1 Unless otherwise specified in the Contract, a defects liability period of 12 months applies from either the date of delivery to the specified delivery point or the installation of the Goods or Services by the Contractor, whichever is the later.
- 27.2 Upon receipt of a notice from Lucas TCS of any defect in any Good during the defects liability period due to defective design, materials, workmanship, unmerchantable quality or unfitness for intended purpose, the affected items or parts must be redesigned, repaired or replaced as appropriate by the Contractor at no cost to Lucas TCS prior to the expiration of the time specified in the notice.
- 27.3 Upon receipt of a notice from Lucas TCS during the defects liability period of any deficiency in the Services, the Contractor must correct such deficiency (including by way of providing such additional services necessary to correct such deficiency) at no cost to Lucas TCS prior to the time specified in the notice.

28. FLIGHTS

- 28.1 If indicated on the Purchase Order, Lucas TCS will pay for return flights for the Contractor's personnel directly engaged in the performance of the Purchase Order between the Contractor's personnel's nearest capital city and the Site.
- 28.2 Lucas TCS may choose to use its own charter flight to fulfil its obligations under **clause 28**. If the Contractor refuses to use the Lucas TCS's own Charter, Lucas TCS will have no liability to pay for the Contractor's flights and the Contractor must transport its own personnel to the Site at its own cost.
- 28.3 The Contractor must provide a minimum of one weeks' notice to Lucas TCS in respect of any initial flight booking for which the Company is to pay for under this **clause 28**.
- 28.4 Flights will only be paid for in the economy section of an aircraft.
- 28.5 The Contractor will be liable for all costs associated with or caused by:
 - 28.5.1 cancellations caused or requested by the Contractor or its personnel after the initial booking has been made;
 - 28.5.2 amendment to schedules caused or requested by the Contractor or its Personnel after the initial booking has been made;
 - 28.5.3 excess baggage charges unless approved by the Lucas TCS Project Manager for the Site in writing prior to the flight departure time;
 - 28.5.4 any loss caused by a failure of the Contractor's personnel to get on board an aircraft;
 - 28.5.5 extra flights outside of the Site's general roster.
(the '**Excess Flight Costs**')
- 28.6 Lucas TCS at its sole discretion, may set off against the Contractor's Excess Flight Costs that have been incurred by Lucas TCS under this **clause 28** plus a 10% margin.
- 28.7 Lucas TCS will not be liable for the Service Provider's management flight costs to the Site whether requested by the Company or otherwise.

PART B – GOODS

29. APPLICATION OF THIS PART

- 29.1 **Part B** conditions apply to all Contracts for the supply of Goods whether in conjunction with the supply of Services or otherwise.

30. QUALITY AND QUANTITY

- 30.1 Unless agreed in writing by Lucas TCS, the specification, quality and quantity of Goods delivered must not differ from that specified in the Contract.

31. DELIVERY, RISK AND TITLE

- 31.1 The Contractor will supply the Goods to the delivery point that is specified in the Contract. All Goods will be packed, marked and transported as specified in the Contract but, if not specified, then packed, marked and transported in a proper and suitable manner in accordance with relevant industry standards and in all cases in accordance with the proper requirements of the manufacturer and transportation carriers.

- 31.2 Unless otherwise agreed, the Contractor will be liable for any incremental or additional freight charges arising from its failure to follow any transport instruction in the Contract or properly describe the Goods being transported.
- 31.3 Risk in the Goods passes to us upon completion of delivery of the Goods to the specified delivery point. This transfer of risk to us pertains specifically to loss or damage to the Goods but, for the avoidance of doubt, the Contractor's product warranty and defects liability obligations still apply.
- 31.4 Full unencumbered title to each Good will pass to Lucas TCS upon the earlier of:
 - 31.4.1 Lucas TCS making payment in full to the Contractor for that Good; or
 - 31.4.2 the Good being delivered to the specified delivery point and being inspected and accepted by Lucas TCS.

32. INSPECTION AND TESTING

- 32.1 We will inspect the Goods as soon as practical following delivery. If we find that the Goods are defective or fail to meet the specifications at any time following delivery and prior to the end of the defects liability period, then we will issue a notice to the Contractor. The Contractor, at its cost, must repair or replace the Goods as soon as possible.
- 32.2 If test certificates for Goods are specified in the Purchase Order, the Contractor must forward these to us upon completion of testing.

33. INSTALLATION

- 33.1 If the Contract specifies an installation component in the supply of Goods, then the installation will be treated as Services and will be subject to the conditions set out in **Part C** of this document.

PART C – SERVICES

34. APPLICATION OF THIS PART

- 34.1 **Part C** conditions apply to all Contracts for the supply of Services, in conjunction with the supply of Goods or otherwise.

35. EXECUTION AND RISK

- 35.1 The Contractor will commence and complete the provision of the Services at the agreed commencement and completion dates and otherwise in accordance with the Contract.
- 35.2 At any time during the term of the Contract, Lucas TCS may instruct the Contractor to ensure that its personnel report to the nominated Site to commence the supply of the Services outlined in the Contract. The Contractor must within 48 hours of receiving a notice from Lucas TCS report to the nominated Site to commence or recommence supply of the Services.
- 35.3 If the Contractor fails to commence or recommence the supply of Services within 48 hours of receipt of a request under **clause 35.2**, Lucas TCS may engage a separate contractor to undertake the supply of the Services. Lucas TCS may claim, or apply set off to existing invoices submitted by the Contractor, the difference in cost to Lucas TCS in engaging a separate contractor to supply the Services.
- 35.4 The Contractor, at its own cost, will provide all of the Contractors' Equipment.

36. QUALITY OF SERVICE DELIVERY

- 36.1 Unless agreed to in writing by Lucas TCS, the specification, quality and scope of the Services must not differ from that specified in the Contract.
- 36.2 The Services will be carried out by suitably qualified, skilled and experienced personnel and will be of a high quality and standard; conforming to good professional practice and all applicable industry codes, laws, regulations and standards.

37. INSPECTION AND ACCEPTANCE

- 37.1 As soon as practical following notification from the Contractor of completion of the Services, Lucas TCS will assess the final outcome against the deliverables and specifications in the Contract. If the Services have not met the agreed performance or quality outcomes in the Contract, Lucas TCS will issue a notice to this effect to the Contractor.
- 37.2 Without limiting Lucas TCS's other rights under this Contract, the Contractor, at its cost, must remedy or resupply the Services to the standard specified in the Contract as soon as possible and in any event within 3 Business Days (unless agreed to in writing by Lucas TCS).

38. PERSONNEL

- 38.1 The Contractor will ensure that its personnel adhere to acceptable levels of behaviour and with all Lucas TCS policies and rules and Site policies and rules.
- 38.2 Lucas TCS reserves the right to issue a notice for the removal of any offending Contractor personnel from Site and/or performance of Services where it is deemed those personnel pose an unacceptable risk to the Contract or others on the Site.
- 38.3 Unless otherwise agreed in writing by the Parties, for a period of 6 months following the completion of the Contract, neither Party will approach, either directly or indirectly, any of the personnel of the other Party who were involved in providing or receiving the Services, with offers of sub-contract or employment unless the offer results from a publicly advertised subcontract or position for which the personnel of the other Party has directly applied.

39. ACCESS

- 39.1 In order for the Contractor to complete the Services in accordance with the Contract, Lucas TCS will:
- 39.1.1 ensure that the Contractor has appropriate access to the Site; and
- 39.1.2 provide agreed and specified support services.

40. DEFINITIONS

“Business Day” means any day other than a Saturday or Sunday on which registered banks are open for business in the state where the business is to be transacted.

“Confidential Information” includes all business, operations, finances, and plans, as well as any patterns, drawings and specifications prepared, supplied or derived by or on behalf of us.

“Contract” means the contract comprising the Purchase Order and all Documents attached to or expressly incorporated by reference in the Purchase Order (except as noted in **clause 3.5**) and these Purchase Order Terms and Conditions.

“Contractor” means the person, business or entity described in the Purchase Order or otherwise from whom the Goods and/or Services have been ordered.

“Contractor’s Equipment” means all appliances, equipment, plant, vehicles, vessels, tools and things that the Contractor requires for the performance of the Services, whether leased, hired or owned.

“Data” means engineering drawings, data, manuals, detailed specifications, certifications and any other data specified in or related to the Purchase Order.

“Documents” means correspondence and any other documents (including but not limited to specifications and drawings) referred to in or annexed to the Purchase Order.

“Financing Statement” or **“Financing Change Statement”** have the meanings given to them in the PPSA.

“Goods” unless otherwise defined herein, includes goods, goods manufactured by the Contractor, materials, equipment, parts and any other ancillary items provided by the Contractor to us as identified in the Purchase Order which forms part of the Contract.

“Grantor” has the meaning given to that term in **clause 12.1**.

“GST” means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth). “GST Act” and “GST Law” also has direct reference to this Act.

“Intellectual Property” means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by Intellectual Property Rights.

“Intellectual Property Rights” means (in the context of a Party) all rights (including moral rights) conferred by law, equity or legislation in relation to Intellectual Property, and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967.

“Lucas TCS” means Lucas Total Contract Solutions (Holdings) Pty Ltd (ABN 66 137 901 752) and each related body corporate from time to time (as defined in the *Corporations Act 2001* (Cth)) of Brookside Road, Darlington SA 5047 (individually and together).

“Lucas TCS Goods” means any “goods” (as defined in the PPSA) that are owned or leased by Lucas TCS or that Lucas TCS has an interest in or to which Lucas TCS is entitled to possession.

“Party” or **“Parties”** refers to Lucas TCS and the Contractor individually as “a Party” or collectively as “the Parties”. Nothing in the Contract is or will be taken as constituting the relationship of partners, agents, servants, employees, representatives or joint ventures between the two parties.

“PPSA” means the *Personal Property Securities Act 2009* (Cth).

“**Price**” means the price for the aggregate of the quantities multiplied by the Purchase Order rates for supply of the Goods and/or Services or performance of the Services sold to us by the Contractor under the Contract.

“**Purchase Order**” means the document containing a unique purchase order number provided by Lucas TCS to the Contractor called the ‘order’, ‘original order’, ‘purchase order’ or other document of similar style or type and all Documents attached thereto or expressly incorporated therein and any other provisions, things or matters agreed between the Parties and expressly incorporated therein.

“**Secured Party**” has the meaning given to that term in **clause 12.1**

“**Security Interest**” means a Security Interest as defined in the PPSA.

“**Serial Numbered Goods**” means goods of a kind that may or must be described by serial number in any financing statement registered in accordance with the PPSA and *Personal Property Securities Regulations 2010* (Cth).

“**Services**” includes all services to be provided and performed by the Contractor under the Contract (and includes any part of the specified Service and the results of the specified Services).

“**Site**” means every place in the control or possession of us at which the Goods and/or Services are being supplied.